

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 552 OF 2005

New Bombay Marketing ..Petitioner.

V/s.

M/s.Klassic Construction Pvt.Ltd., ..Respondent.

Mr. C.N. Mehta for the Petitioner.

Mr. L.R.Castelino for the Respondent.

CORAM : S.C. DHARMADHIKARI, J.

DATED : 07TH APRIL, 2006

PC :

1. The parties to this petition tender "Consent Terms". The terms provide that the company admits its liability in the sum mentioned in the relevant clause. There is agreement recorded that if the amount mentioned therein is paid on or before the date stipulated therein, the claim shall stand satisfied and the petition would be then disposed of as not pressed.

2. Mr. Mehta states that the consequences of the default in this case would mean that if the first post dated cheque is dishonoured on its presentation, the same would be construed an act of default and the consequences as per clause (4) of the terms would follow. Similar is

the case with regard to the other post dated cheques. Even if the subsequent post dated cheques or any of them are dishonoured that would invite consequences as set out in clause (4) of the said Consent Terms. Mr. Castelino agrees to this arrangement and states that all the post dated cheques have been handed over.

3. The Consent Terms, duly signed by the parties and their Advocates, are taken on record and marked 'X' for identification.

4. Order in terms of the consent terms.

7.4.2006

(S.C.Dharmadhikari, J)

.....